



1725 Montgomery Street • San Francisco, CA • 94111 • 415-392-6800 • fx: 415-392-0700

## PROPOSAL

**Bill To:**

Lawrence Berkeley Laboratory  
One Cyclotron Road, Building 77 RO 125, Mail Stop 770125  
Berkeley, CA 94720  
Attn: Steve Dellinges

**Ship To:**

Lawrence Berkeley Laboratory  
One Cyclotron Road, Building 77 RO 125, Mail Stop 770125  
Berkeley, CA 94720  
Attn: Steve Dellinges

Salesperson	Project Coordinator	Estimated Lead Time	Terms
Lisa Gilmete, 415-544-6485	Jennifer Taylor 415-544-6468	4-6 Weeks	Net 20 days from invoice date* <b>*subject to credit approval</b>

**Proposal No.:** 32596LG

**Spec File Name:**

**Date:** November 5, 2003

**Proposal Name:** Steve Dellinges (2) Aerons

**Design Number:**

**Ref Project ID:** 53069LG

Qty	Description	Unit Price	Extended
Item 1	(2) Herman Miller Aeron Chairs with upholstered arms. (1) B Size and (1) C Size per the attached specifications.  Herman Miller c/o Pivot Interiors 855 East Main Avenue Zeeland, MI 49464 Attn: Lisa Gilmete 415-544-6485  Please reference contract number on PO: GS-28F-8049H		1,018.08
	<div>Initials-Client</div> <div>Pivot Interiors</div> <div>_____</div> <div>Client Acceptance of Proposal, incl Terms &amp; Conditions, Page 2      Pivot Int. Init</div>	<div>Sub-Total</div> <div>Assembly/ Delivery Svcs</div> <div>TOTAL</div>	<div>1,018.08</div> <div>Ship Direct</div> <div>1,018.08</div>
	<b>Notes:</b>		

**TAX:** Unless otherwise noted, tax is not included in the total and will be added at invoicing. **NOTE:** Installation is a taxable item.

This proposal is subject to and shall be governed by the terms and conditions on hereof, and shall be void unless accepted by the customer signing a copy and returning it to Pivot Interiors, Inc within 30 days from the date hereof.

**Net 20 days from invoice date \* subject to credit approval**

1. Standard Terms. All sales by Pivot Interiors, Inc. (Seller) are made subject to each of the following Terms & Conditions which may not be modified without the prior written consent of an authorized representative of Seller. Additional or different terms and conditions proposed by Buyer shall not be binding on Seller without Seller's prior written consent.
2. Deposit & Payment. Unless waived in writing by Seller, Buyer shall deposit with Seller one-half (1/2) of total Proposal amount concurrent with Buyer's acceptance of Seller's Proposal. Products and services shall be invoiced upon delivery. Payment in full is due by the above referenced days after date of invoice. Components delivered individually shall be invoiced and paid individually. Deposit shall be applied against Buyer's account as product and services are delivered and invoiced.
3. Taxes. All applicable taxes will be added to invoice and paid by Buyer. If Buyer claims exemption from taxes, Buyer shall provide Certificate of Exemption concurrent with Buyer's acceptance of Seller's Proposal.
4. Changes, Cancellations & Returns. Products sold to Buyer hereunder are custom designed and manufactured. All sales are final. No changes, cancellations or returns are allowed without the prior written consent of Seller and applicable manufacturer. If changes, cancellations or returns are approved, all direct and indirect costs and expenses thereof shall be paid by Buyer.
5. Product Storage. If Buyer is unable or unwilling to accept delivery of product on or after specified delivery date, all resulting costs and expenses incurred by Seller, including costs of moving, handling and storage of product pending delivery shall be paid by Buyer. Such product shall be invoiced as of the specified delivery date. Invoices shall be paid in full by Buyer within above referenced days after date of invoices. Moving, handling and storage costs and expenses incurred by Seller shall be paid by Buyer immediately upon receipt of invoice.
6. Title & Security Interests. Title to all product shall pass from Seller to Buyer upon payment in full of the specified purchase price and all other costs and expenses due under this purchase agreement. Seller retains and Buyer grants to Seller a security interest in all product to secure payment of the purchase price and other obligations under this agreement. All product shall remain personal property regardless of being affixed to real property. If Buyer shall default in payment under this agreement, Seller shall have all applicable rights and remedies of a secured party pursuant to the California Commercial Code. Buyer agrees to execute a Security Agreement and related financing documents upon Seller's request.
7. Delay. Due to uncertain factory shipping schedules common to the componentized modular furniture business, no obligation or liability shall be incurred by Seller for failure to deliver product by any particular date. Seller shall not be liable for any loss, expense, claim or damage incurred by Buyer or others resulting from any delay or failure in shipment or delivery of product caused in whole or in part by delay or default in transportation, labor disputes, inability in obtaining materials or product, natural disasters or any other cause not within the reasonable control of Seller.
8. Freight. All costs of freight, if not included in product pricing, shall be invoiced separately and paid by Buyer.
9. Limitation of Warranties. SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY OR AS TO THE SUITABILITY OF PRODUCT FOR ANY PARTICULAR PURPOSE. Most manufacturers warrant their products to be free from defects in material and workmanship for a period of at least one year from date of delivery. Any claim against a manufacturer's warranty must be made promptly upon discovery of defect. Buyer's sole remedy for defective installation performed by Seller shall be repair or replacement of the same within the first year of delivery. Seller is expressly not liable for any consequential or incidental damages. No other warranties of any kind are expressed or implied.
10. Finance Charges. A finance charge of 1.5% per month (ANNUAL PERCENTAGE RATE OF 18.0% PER ANNUM) will be charged on all past due accounts. In the event any action, suit or other proceeding is required to collect amounts owing Seller under this Agreement, Buyer shall reimburse all costs and expenses incurred by Seller, including reasonable attorney's fee and costs.
11. Delivery & Installation Conditions. Buyer shall have the following obligations, which Buyer shall cause to occur at its sole cost and expense:
  - a. Job Site. Job Site, including all passageways, corridors and the areas designated for installation, shall be clean, free and clear of existing furnishings, construction materials or debris.
  - b. Access. Doorways, opening and elevators shall be sufficient to allow delivery without necessity of dismantling.
  - c. Utilities/Services. Electricity, heat, lighting, elevator or hoisting service shall be furnished without cost to the Seller. Parking and adequate facilities for off-loading, staging, moving and handling of product shall be provided.
  - d. Hours of Delivery. Job Site shall be open and available for delivery and installation of product during Seller's normal business hours, Monday - Friday, 8:00 a.m. - 5:00 pm. Labor costs of Seller resulting from overtime work shall be invoiced to and paid by Buyer.
  - e. Shipping. Buyer accepts responsibility to inspect product shipped directly by manufacturer to Buyer, to note damage on bills of lading and to notify carrier of such damage within 24 hours of delivery. Any such damage shall not excuse or delay payment by Buyer of Seller invoices.
  - f. Damage After Delivery. Any loss of or damage to product after delivery to Buyer's location, whether due to weather, fire, elements, other trades or other causes, shall be the responsibility of Buyer. Buyer shall hold Seller harmless from any such loss or damage.
12. No Other Agreements. There are no other agreements between the parties as to the subject matter of this agreement other than as set forth herein and the related Proposal. No amendment hereof shall be valid unless contained in a subsequent writing and executed on behalf of Seller and Buyer.

Client Acceptance of Proposal, incl. Page 1

Date

Pivot Interiors Signature

Date